

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Savanna Ann Kottke,

Bky. No. 22-41513

Debtor.

First National Bank of Omaha,

Adv. No.:22-04051

Plaintiff,

v.

Savanna Ann Kottke,

Defendant.

PLAINTIFF'S APPLICATION FOR DEFAULT JUDGMENT

TO: Defendant Savanna Ann Kottke, 2970 Clover Ridge Dr, Chaska, MN 55318.

1. Plaintiff First National Bank of Omaha, by and through its undersigned attorney, hereby makes this application for default judgment.

2. The court has jurisdiction over this motion pursuant to 28 U.S.C §§ 157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing the Debtor's Chapter 13 case was filed on January 27, 2022. The case is now pending in this court.

3. This application arises under Fed. R. Bankr. P. 7055, Fed. R. Civ. P. 55 and Local Rule 7055-1. Plaintiff seeks default judgment under Bankruptcy Rule 7055 and Local Rule of Bankruptcy Procedure 7055-1 on its complaint.

4. On December 1, 2022, Plaintiff commenced this adversary proceeding against the Debtor by filing a complaint which requested an Order of the Bankruptcy Court declaring that certain debt owed by Debtor to Plaintiff shall be excepted from discharged pursuant to 11 U.S.C. §523 (a) (2) (A) and/or §523 (a) (2) (C) and judgment awarded in favor of Plaintiff and against Debtor in the amount of \$11,476.16 plus the \$350.00 Adversary Proceeding filing fee, for a total of \$11,826.16, plus interest from the date of the bankruptcy filing, plus the Plaintiff's other costs and disbursements, including attorney's fees incurred for the collection of this debt and of this action as permitted by applicable law.

5. Plaintiff's Summons and Complaint was duly served upon Debtor on December 6, 2022.

6. The Debtor has failed to interpose Answer to the Complaint or otherwise appear or defend in this matter.

7. This application is based upon the Affidavits of Jared M. Goerlitz and Plaintiff.

8. The total money sought by Plaintiff against Debtors is as follows:

Total Amount of Charges	\$11,476.16
Adversary Proceeding filing fee	\$350.00
<u>TOTAL:</u>	<u>\$11,826.16</u>

WHEREFORE, the Plaintiff seeks an order of the Court granting the Plaintiff default judgment excepting the debt to Plaintiff from discharge and awarding a money judgment for the balance owed, together with interest, costs and attorney's fees.

GOERLITZ LAW, PLLC

Date: January 23, 2023

By: /e/ Jared M. Goerlitz
Jared M. Goerlitz (#386714)
jgoerlitz@goerlitzlaw.com
P.O. Box 25194
7595 Currell Blvd
St. Paul, MN 55125
Phone: (651) 237-3494
Attorney for Plaintiff

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Savanna Ann Kottke,

Bky. No. 22-41513

Debtor.

First National Bank of Omaha,

Adv. No.:22-04051

Plaintiff,

v.

Savanna Ann Kottke,

Defendant.

**AFFIDAVIT OF DEFAULT, IDENTIFICATION
AND NON-MILITARY STATUS**

1. Jared M. Goerlitz, being first duly sworn on oath states that I am an attorney representing First National Bank of Omaha in the above-referenced matter and make this Affidavit in support of Plaintiff's Motion for Default Judgment.

2. Plaintiff commenced this adversary proceeding against Defendant by filing a complaint with the Bankruptcy Court on December 1, 2022.

3. Plaintiff duly served Defendants with a copy of its Summons and Complaint on December 6, 2022.

4. Plaintiff has not received any return mail from its service of the Summons and Complaint.

5. Defendant has failed to respond or present any defense to the allegations contained in Plaintiff's Complaint and the time allowed by law and specified in the Summons for Defendant to answer the Complaint has elapsed.

6. To the best of affiant's knowledge, information and belief the full name of Defendant is **Savanna Ann Kottke**.

7. To the best of affiant's knowledge, information and belief Defendant Christopher Michael Weston's place of residence and post office address is **2970 Clover Ridge Dr, Chaska, MN 55318**.

8. Affiant further states that Defendant is not now, as Affiant verily believes, in the military service of the United States; and that this Affidavit is made in compliance with the Service Members Civil Relief Act.

GOERLITZ LAW, PLLC

Date: January 23, 2023

By: /e/ Jared M. Goerlitz
Jared M. Goerlitz (#386714)
jgoerlitz@goerlitzlaw.com
P.O. Box 25194
7595 Currell Blvd
St. Paul, MN 55125
Phone: (651) 237-3494
Attorney for Plaintiff

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Savanna Ann Kottke,

Debtor.

Bky. No. 22-41513

First National Bank of Omaha,

Plaintiff,

Adv. No.:22-04051

v.

Savanna Ann Kottke,

Defendant.

**AFFIDAVIT OF FIRST NATIONAL BANK OF OMAHA
IN SUPPORT OF APPLICATION FOR DEFAULT JUDGMENT AND
AMOUNT DUE ON ACCOUNT**

Teresa McCart, being first duly sworn on oath states as follows:

1. I am a Lead Specialist for First National Bank of Omaha and make this Affidavit in support of Plaintiff's Motion for Default Judgment. I have knowledge of the information below based upon my review of First National Bank of Omaha's business records. I am also a custodian of records for First National Bank of Omaha.

2. First National Bank of Omaha's records indicate that the Debtor, Savanna Ann Kottke is not an infant or incompetent.

3. The Debtor, Savanna Ann Kottke, was issued a credit card account by First National Bank of Omaha, number xxxx-xxxx-xxxx-6225, which account was opened on December 11, 2017.

4. On June 8, 2022, the Account was in good standing and the balance on the account was \$2,874.19.

5. Then between June 8, 2022 and August 26, 2022, the Debtor started charging excessively and charged \$11,476.16 on the Account, which exceeded the Debtor's credit limit. See Account Statements attached hereto and marked Exhibit A.

6. I have reviewed Exhibit A and it is a true and correct copy of the account statement for the debtor's account ending in 6225, which First National Bank of Omaha maintains in the ordinary course of its business.

7. The Debtor's charges on the account during this time period, included, but were not limited to:

- a. A charge to Hilton Myrtle in the amount of \$947.85;
- b. A charge to Hilton Hotels in the amount of \$362.65; and
- c. A charge to Under Armor in the amount of \$236.10; and
- d. A charge to Carter's in the amount of \$315.50.

See Exhibit A, a true and accurate copy of the billing statements attached hereto.

8. The Debtor made two payments on the Account after the above-burst in spending and prior to filing for bankruptcy protection.

9. The Debtor received his bankruptcy counseling on January 24, 2022 and kept charging on this Account.

10. The Debtor listed this account in her bankruptcy schedules as only having a balance of \$8,600.00.

11. Given the Debtor's monthly income, monthly living expenses, and circumstances as set forth in her sworn Schedules and sworn Statement of Financial Affairs, at the time the Defendant incurred the abovementioned \$11,476.16 in charges, the Debtor's monthly disposable income was not sufficient to pay for these transactions pursuant to the terms and conditions associated with the account.

12. The Debtor made approximately \$9,176.16 in purchases on the abovementioned accounts within 90 days of filing bankruptcy.

13. To the extent that the Debtor incurred luxury good purchases or services aggregating more than \$800.00 within ninety days of filing this Chapter 13 bankruptcy, said luxury good purchases or services are presumed nondischargeable pursuant to 11 U.S.C. §523 (a) (2) (C)(i).

14. Based on the location, frequency, amounts, and change in spending, the charges made during the 90-day period appear to be for luxury and/or non-necessity type goods or services.

15. Upon information and belief, the \$9,176.16 in charges made during the 90-day period were for luxury and/or non-necessity type goods or services and should not be discharged.

16. Based on the foregoing, the charges incurred for luxury goods or services over \$800.00 are non-dischargeable pursuant to 11 U.S.C. §523 (a) (2) (C).

17. Pursuant to the account agreement, the Debtor agreed to repay Plaintiff for the charges on the account by using the card and represented that she had the ability to repay for the charges.

18. When the Debtor made the \$11,476.16 in charges on this account, the Debtor represented that she had the intention to repay said debt to the Plaintiff pursuant to the terms of the account agreement and by use of the card.

19. The account statements are marked Exhibit A and attached hereto.

20. The Plaintiff relied upon the Debtor's representations of intent to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement to abide by the terms of the account agreement in allowing the Debtor to use the account and incur the charges, as set forth in Exhibit A, attached hereto.

21. Although the Debtor knew or should have known that she would not be able to repay Plaintiff for the check, the Debtor quickly charged \$11,476.16 on the account in a short period of time, made minimal payments, and then filed for bankruptcy protection in hopes of having the debt discharged.

22. The Debtor's spending habits and patterns changed suddenly and drastically during the relevant time period.

23. The Debtor was using the account infrequently for several months and then quickly used most of the credit in a short period of time and then made two minimal payments before filing for bankruptcy protection.

24. The Debtor either deliberately intended to deceive Plaintiff or acted recklessly with regard to her ability to pay Plaintiff for the \$11,476.16 in charges.

25. The Plaintiff monitored the Defendant's card activity and credit worthiness on a monthly basis and there were no indications and/or "red flags" indicating that Defendant would not repay Plaintiff for these charges.

26. The Plaintiff was justified in its reliance upon the Debtor's representations of intent to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement to abide by the terms of the account agreement.

27. The Debtor incurred the abovementioned \$11,476.16 debt on the Plaintiff's accounts at a time when the Debtor was unable to meet her existing financial obligations as they became due.

28. Based upon the above, at the time the Debtor incurred the abovementioned \$11,476.16 debt, the Debtor intended to deceive the Plaintiff in that she either had no intention to repay said debt to the Plaintiff pursuant to the terms of the account agreement or the Debtors knew or should have known that she had no ability to repay said debt to the Plaintiff.

29. Based upon the above, at the time the Debtor incurred the abovementioned \$11,476.16 debt, the Debtor deceived the Plaintiff in that she made such representations of intent to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement with knowledge that the debtor was unable to repay Plaintiff or to abide by the terms of the account agreement with a reckless disregard as to the truthfulness of said representations.

30. Therefore, the Debtor obtained said money from the Plaintiff by false pretenses, false representation, or actual fraud, and at the time of filing, the debt owed to the plaintiff was in the amount of \$11,476.16 and for the above reasons, this indebtedness to Plaintiff, First National Bank of Omaha, is nondischargeable in bankruptcy pursuant to 11 U.S.C. §523 (a) (2) (A).

31. This is an action brought by the Plaintiff to determine that the claim held by Plaintiff against Debtor is excepted from discharge pursuant to 11 U.S.C. §523(a)(2)(A) and/or 11 U.S.C. §523(a)(2)(C).

32. The outstanding amounts due on the accounts is \$11,476.16 plus the \$350.00 Adversary Proceeding filing fee, for a total of \$11,826.16.

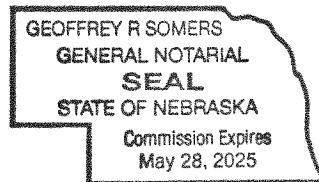
FURTHER AFFIANT SAYETH NOT.

FIRST NATIONAL BANK OF OMAHA

Teresa McCart
Print: Teresa McCart
Its: TM

Subscribed and sworn to before me
this 20 day of January, 2023.

[Signature]
Notary Public



SCHEELS VISA

VISA

Account Number: 6225

New Balance: \$8,600.14

Minimum Payment Due: \$214.00

Payment Due Date: August 7, 2022

Make checks payable to First National Bank of Omaha

Amount of Payment Enclosed

\$

Change of Address? If yes, please complete reverse side.

2253 101440

First National Bank of Omaha
P.O. Box 2557
Omaha, NE 68103-2557

SAVANNA A KOTTKE
PO BOX 371
BROWNTON MN 55312-0371

6225 0000000021400 0000000860014

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

SCHEELS Signature® Visa®

Account Number: 6225

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Account Summary

Previous Balance \$2,874.19
Payments -\$64.52
Other Credits -\$48.00
Purchases +\$5,709.17
Balance Transfers +\$0.00
Cash Advances +\$0.00
Fees Charged +\$0.00
Interest Charged +\$129.30
New Balance \$8,600.14

Statement Closing Date 07/11/22
Days in Billing Cycle 33

Total Credit Limit \$14,000.00
Available Credit \$5,399.00
Cash Limit \$2,800.00
Available Cash \$2,800.00



Payment Information

New Balance \$8,600.14
Minimum Payment Due \$214.00
Past Due Amount \$0.00
Payment Due Date August 7, 2022

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	19 years	\$20,787
\$319	3 years	\$11,484 (Savings \$9,303)

If you would like information about credit counseling services, call 1-866-486-8322.



Customer Service

Save Time and Stamps
by Paying Online!

Call: Toll Free 1-888-295-5540

(TDD Telecommunications Device for the Deaf: 1-800-925-2833) (Balance Transfer Hotline: 1-877-388-8231)

Visit: www.card.fnbo.com/scheels

Remit to: First National Bank of Omaha, P.O. Box 2557, Omaha, NE 68103-2557



Smart Tips

Give your credit rating a little boost!

Paying over your minimum amount due can help reduce your account balance faster than you think - and a lower average balance can help add up to a higher credit score!

REWARD YOUR PASSION.™

Use your card to earn 3 points per \$1 on SCHEELS Purchases and then 1 point per \$1 on other Net Purchases. Review your rewards program terms and conditions for complete details including limitations.

Point activity summary for the period covered by this statement:

1,997 Beginning Passion Points balance
0 Passion Points earned on SCHEELS Purchases
5,662 Passion Points earned on other purchases
0 Bonus Passion Points earned
0 Point adjustments
7,500 Passion Points automatically redeemed for a SCHEELS Gift Card
159 Current Passion Points balance

With your SCHEELS® Visa® Card, Rewards are simple! Points are automatically redeemed in 2,500 point increments for Gift Cards in multiples of \$25. For your convenience, Gift Cards are consolidated into one simple dollar amount up to \$1,000. If you earn more than \$1,000, your additional Gift Cards will be sent separately.



Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
Payments and Other Credits				
6-24	6-27	740710521759391163006481	CITY OF APPLE VALLEY R 952-9532300 MN	\$49.00 (CR)
7-06	7-06	74418002187045001491981	ONLINE PAYMENT THANK YOU	\$64.52 (CR)

Transactions

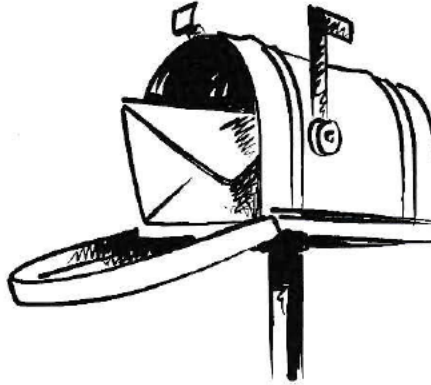
Issued by First National Bank of Omaha

See reverse for additional information.

Continued next page

Declutter

Enroll in **paperless statements** today and avoid cluttering up your mailbox or filing cabinet.



Account Number:
6225
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Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
6-08	6-09	24492162159000025694921.7	EDINA PLASTIC SURGERY, HTTPSWWW.EDIN MN	\$2,300.00
6-15	6-16	24034222186027010907900	LITTLE WOLF RESORT CASS LAKE MN	\$652.50
6-15	6-16	24427332186720258539228	MCDONALD'S F20382 SARTELL MN	\$19.07
6-15	6-16	24445002167400419319124	WM SUPERCENTER #1738 HUTCHINSON MN	\$10.76
6-15	6-17	24717062167641677477486	HUTCHINSON LIQUOR HUTCH HUTCHINSON MN	\$37.51
6-16	6-17	24164072167091011201059	TARGET 00012104 HUTCHINSON MN	\$140.23
6-16	6-17	24427332167720225276124	MCDONALD'S F5949 HUTCHINSON MN	\$8.96
6-16	6-17	24445002108400426268253	WM SUPERCENTER #1738 HUTCHINSON MN	\$39.87
6-16	6-21	24717062168641687096382	HUTCHINSON LIQUOR HUTCH HUTCHINSON MN	\$42.50
6-19	6-21	24445002171400217978463	WM SUPERCENTER #1738 HUTCHINSON MN	\$396.45
6-20	6-22	24692162172100326965929	VERIZON-VICTRA MN WACO WACONIA MN	\$32.20
6-20	6-22	24589302172800012908139	HELP U PACK N MOVE MINNEAPOLIS MN	\$755.25
6-22	6-24	24445002174100237038523	KOHL'S #1266 CHASKA MN	\$129.99
6-23	6-24	24071062174939100048804	CITY OF APPLE VALLEY RAPPLE VALLEY MN	\$48.00
6-23	6-24	24427332174720245097261	MCDONALD'S F19055 NORWOOD YOUNG MN	\$21.90
6-23	6-24	24055292174207096700705	CTY OF EAGAN-CASCADE BAY EAGAN MN	\$50.00
6-23	6-27	24122592175018026593111	HEARTBREAKERS BAR AND GRI CHASKA MN	\$80.33
6-26	6-27	24137462178001246781095	VALLEYFAIR FOODS SHAKOPEE MN	\$19.77
6-26	6-27	24137462178001246781290	VALLEYFAIR FOODS SHAKOPEE MN	\$17.17
6-26	6-27	24137462178001246780963	VALLEYFAIR CABANA FOODS SHAKOPEE MN	\$30.55
6-26	6-27	24137462178001246781118	VALLEYFAIR FOODS SHAKOPEE MN	\$13.95
6-26	6-27	24137462178001246781373	VALLEYFAIR FOODS SHAKOPEE MN	\$26.06
6-27	6-28	24492162178000031353278.7	EDINA PLASTIC SURGERY, HTTPSWWW.EDIN MN	\$120.84
6-27	6-29	24183102179900013700892	CROOKED PINT - CHASKA CHASKA MN	\$87.00
7-01	7-05	24445002185500586791660	MAURICE'S #2035 EDEN PRAIRIE MN	\$41.39
7-02	7-05	24692162185100421575172	LIFE TIME FITNESS 151 952-947-0000 MN	\$185.01
7-04	7-05	24409962189400094000795	MGM CHASKA # 50 CHASKA MN	\$40.63
7-05	7-06	24941662186838000548579	HOLIDAY STATIONS 0402 EDEN PRAIRIE MN	\$84.39
7-05	7-07	24184072187091018022753	TARGET 00013524 CHASKA MN	\$38.07
7-06	7-07	24231682187083193400964.7	CHASKA 952-448-5112 MN	\$195.88
7-07	7-08	24231682189200888203259	DAIRY QUEEN #11831 CHASKA MN	\$10.60
7-10	7-11	2449216218191715024302644.7	UBER TRIP HELP.UBER.COM CA	\$27.07
7-10	7-11	2449216218191715020160053.7	UBER TRIP HELP.UBER.COM CA	\$5.75
7-10	7-11	2449216218191719991524131.7	UBER TRIP HELP.UBER.COM CA	\$18.52

Fees \$0.00

Total Fees For This Period

Interest Charged	\$129.30
Interest Charge on Purchases	\$0.00
Interest Charge on Cash Advances	\$0.00
Interest Charge on Balances Transfers	\$0.00
Total Interest For This Period	\$129.30

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) Variable Rate (f) Fixed Rate

Charge Summary	Annual Percentage Rate (APR)	Special Offer or Eligible Purchase APR Expiration Date	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	19.74% (v)	N/A	\$7,243.56	33	\$129.30
Cash Advance	25.99% (v)	N/A	\$0.00	33	\$0.00

2022 Total Year-to-Date

Total fees charged in 2022 \$106.95
Total interest charged in 2022 \$246.54

SCHEELS VISA

VISA

Account Number: [REDACTED] 6225
 New Balance: \$11,477.11
 Minimum Payment Due: \$520.33
 Payment Due Date: September 7, 2022

Make checks payable to First National Bank of Omaha

Amount of Payment Enclosed

\$

Change of Address? If yes, please complete reverse side.

First National Bank of Omaha
 P.O. Box 2557
 Omaha, NE 68103-2557

2253 100668

SAVANNA A KOTTKE
 PO BOX 371
 BROWNTON MN 55312-0371

[REDACTED] 225 0000000052033 0000001147711

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

SCHEELS Signature® Visa®

Account Number: [REDACTED] 6225

Page 001 of 002



Account Summary

Previous Balance \$8,600.14
 Payments -\$0.00
 Other Credits -\$0.00
 Purchases +\$2,683.47
 Balance Transfers +\$0.00
 Cash Advances +\$0.00
 Fees Charged +\$29.00
 Interest Charged +\$164.50
New Balance \$11,477.11

Statement Closing Date 08/10/22
 Days in Billing Cycle 30

Total Credit Limit \$14,000.00
 Available Credit \$2,522.00
 Cash Limit \$2,800.00
 Available Cash \$2,522.00



Payment Information

New Balance \$11,477.11
 Minimum Payment Due \$520.33
 Past Due Amount \$214.00
Payment Due Date September 7, 2022

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	22 years	\$28,895
\$429	3 years	\$15,444 (Savings \$13,451)

If you would like information about credit counseling services, call 1-866-486-6322.



Customer Service

Save Time and Stamps
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Call: Toll Free 1-888-295-5540

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Paying over your minimum amount due can help reduce your account balance faster than you think - and a lower average balance can help add up to a higher credit score!

REWARD YOUR PASSION.™

Use your card to earn 3 points per \$1 on SCHEELS Purchases and then 1 point per \$1 on other Net Purchases. Review your rewards program terms and conditions for complete details including limitations.

Point activity summary for the period covered by this statement:

159 Beginning Passion Points balance
 0 Passion Points earned on SCHEELS Purchases
 2,684 Passion Points earned on other purchases
 0 Bonus Passion Points earned
 0 Point adjustments
 2,500 Passion Points automatically redeemed for a SCHEELS Gift Card
 343 Current Passion Points balance

With your SCHEELS® Visa® Card, Rewards are simple! Points are automatically redeemed in 2,500 point increments for Gift Cards in multiples of \$25. For your convenience, Gift Cards are consolidated into one simple dollar amount up to \$1,000. If you earn more than \$1,000, your additional Gift Cards will be sent separately.

Important Information Regarding Your Account

**By your closing date, we had not received the required payment.
 Please forward the proper minimum amount due to bring your account current.**

We may report information about your account to credit bureaus.
 Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Email Update

Ensure you're receiving the latest offers and communication by keeping your email address current. Log in today and make sure we have the latest.

Account Number:
 6225
 Page 002 of 002

Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
Transactions				
7-11	7-12	24137462193001503816549	HY-VEE SHAK MKT GRL 4562 SHAKOPEE MN	\$23.38
7-11	7-13	2427539219390018830437	WACONIA BREWING COMPANY WACONIA MN	\$17.25
7-12	7-14	24013392194001359695774	BENEDICTINE LIVING DINING SHAKOPEE MN	\$8.59
7-17	7-18	24427332198720245167636	MCDONALD'S F35706 CHASKA MN	\$26.46
7-17	7-18	24137462199001243089411	VALLEYFAIR FOODS SHAKOPEE MN	\$34.75
7-17	7-18	24137462199001243089658	SPEEDWAY 04035 SHAKOPEE MN	\$50.01
7-17	7-18	24137462199001243089338	VALLEYFAIR MERCHANDISE SHAKOPEE MN	\$37.94
7-17	7-18	24137462199001243089585	VALLEYFAIR CABANA FOODS SHAKOPEE MN	\$30.55
7-17	7-18	24801972198400517000399	CHASKA TOBACCO CONVENIEN CHASKA MN	\$42.95
7-18	7-19	24164072199001019018815	TARGET 00013524 CHASKA MN	\$78.78
7-21	7-21	24193042202002656542023.7	Floyds Bar and Grill Victoria MN	\$39.00
7-22	7-25	24445002204000941811955	WALGREENS #1002 PLYMOUTH MN	\$24.46
7-22	7-25	24692162204100196313434	VERIZON-VICTRA MN WACO WACONIA MN	\$75.14
7-23	7-25	24492152204719717879524.7	UBER TRIP HELP.UBER.COM CA	\$29.95
7-23	7-25	24492152204743731701267.7	UBER TRIP HELP.UBER.COM CA	\$20.17
7-23	7-25	24492152204745717959876.7	UBER TRIP HELP.UBER.COM CA	\$5.99
7-23	7-25	24210732204706000012401	UNDER ARMOUR ALBERTVILLE ALBERTVILLE MN	\$236.10
7-23	7-25	24492152204713689387998.7	UBER TRIP HELP.UBER.COM CA	\$14.94
7-23	7-25	24492152204717675880337.7	UBER TRIP HELP.UBER.COM CA	\$17.90
7-23	7-25	24492152204717675892415.7	UBER TRIP HELP.UBER.COM CA	\$5.00
7-23	7-25	24137462205500781960323	CARTER'S #761 ALBERTVILLE MN	\$315.50
7-23	7-25	24164072205140449271194	OLIVE GARDEN 00015347 MAPLE GROVE MN	\$111.61
7-30	8-01	24037242212900014900195	MIGHTY'S LIQUOR PLATO MN	\$22.08
7-30	8-01	24037242212900014900209	MIGHTY'S LIQUOR PLATO MN	\$19.22
7-30	8-01	24453882211002699803817	Brownston Bar & Grill Brownston MN	\$53.89
7-31	8-01	24427332212720208724657	CHASKA CUB FOODS CHASKA MN	\$52.72
8-01	8-01	24109042213002705692290	Wily McCoys Chaska LLC CHASKA MN	\$85.59
8-01	8-02	24692162213100711168296.2	LTF*LIFE TIME MO DUES 888-430-6432 MN	\$197.02
8-01	8-03	24013392214000134497476	BENEDICTINE LIVING DINING SHAKOPEE MN	\$4.30
8-06	8-08	24492162218000006525142.7	UBER* TRIP WWW.UBER.COM CA	\$16.95
8-06	8-08	24492162218715522217251.7	UBER TRIP HELP.UBER.COM CA	\$3.00
8-06	8-08	24492152218745551609699.7	UBER TRIP HELP.UBER.COM CA	\$10.59
8-06	8-08	24492152218745629879728.7	UBER TRIP HELP.UBER.COM CA	\$23.94
8-09	8-10	24692162221100915734778.7	PRICELN*HILTON MYRTLE 800-774-2354 CT	\$947.85
Fees				
8-08	8-10	7409451222200222062000	LATE FEE	\$29.00
Total Fees For This Period				\$29.00
Interest Charged				
Interest Charge on Purchases				\$164.50
Interest Charge on Cash Advances				\$0.00
Interest Charge on Balances Transfers				\$0.00
Total Interest For This Period				\$164.50

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) Variable Rate (f) Fixed Rate

Charge Summary	Annual Percentage Rate (APR)	Special Offer or Eligible Purchase APR Expiration Date	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	20.49% (v)	N/A	\$9,775.08	30	\$164.50
Cash Advance	26.74% (v)	N/A	\$0.00	30	\$0.00

2022 Total Year-to-Date

Total fees charged in 2022 \$135.95
 Total interest charged in 2022 \$411.04

SCHEELS VISA

VISA

Account Number: 6225

New Balance: \$14,483.21

Minimum Payment Due: \$585.01

Payment Due Date: October 7, 2022

Make checks payable to First National Bank of Omaha

Amount of Payment Enclosed

\$

Change of Address? If yes, please complete reverse side.

First National Bank of Omaha
P.O. Box 2557
Omaha, NE 68103-2557

2253 116202

SAVANNA A KOTTKE
PO BOX 371
BROWNTON MN 55312-0371

225 0000000058501 0000001448321

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

SCHEELS Signature® Visa®

Account Number: 6225

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Account Summary

Previous Balance \$11,477.11
Payments -\$350.00
Other Credits -\$0.00
Purchases +\$3,083.52
Balance Transfers +\$0.00
Cash Advances +\$0.00
Fees Charged +\$40.00
Interest Charged +\$232.58
New Balance \$14,483.21

Statement Closing Date 09/09/22
Days in Billing Cycle 30

Total Credit Limit \$14,000.00
Available Credit \$0.00
Cash Limit \$2,800.00
Available Cash \$0.00



Payment Information

New Balance \$14,483.21
Minimum Payment Due \$585.01
Past Due Amount \$170.33
Payment Due Date October 7, 2022

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For Example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	24 years	\$37,713
\$547	3 years	\$19,692 (Savings \$18,021)

If you would like information about credit counseling services, call 1-866-486-6322.



Customer Service

Save Time and Stamps
by Paying Online!

Call: Toll Free 1-888-295-5540

(TDD Telecommunications Device for the Deaf: 1-800-926-2853) (Balance Transfer Hotline: 1-877-388-8231)

Visit: www.card.fnbo.com/scheels

Remit to: First National Bank of Omaha, P.O. Box 2557, Omaha, NE 68103-2557



Smart Tips

Give your credit rating a little boost!

Paying over your minimum amount due can help reduce your account balance faster than you think - and a lower average balance can help add up to a higher credit score!

REWARD YOUR PASSION.™

Use your card to earn 3 points per \$1 on SCHEELS Purchases and then 1 point per \$1 on other Net Purchases. Review your rewards program terms and conditions for complete details including limitations.

Point activity summary for the period covered by this statement:

343 Beginning Passion Points balance
0 Passion Points earned on SCHEELS Purchases
3,084 Passion Points earned on other purchases
0 Bonus Passion Points earned
0 Point adjustments
2,500 Passion Points automatically redeemed for a SCHEELS Gift Card
927 Current Passion Points balance

With your SCHEELS® Visa® Card, Rewards are simple! Points are automatically redeemed in 2,500 point increments for Gift Cards in multiples of \$25. For your convenience, Gift Cards are consolidated into one simple dollar amount up to \$1,000. If you earn more than \$1,000, your additional Gift Cards will be sent separately.

Important Information Regarding Your Account

By your closing date, we had not received the required payment.
Please forward the proper minimum amount due to bring your account current.

We may report information about your account to credit bureaus.
Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

VOID



New Statement Look Coming Soon

Guided by customer feedback, we're improving the content and layout of your monthly account statement to make it easier to read, while highlighting key information. We look forward to providing you more information as the changes are completed. Thank you for being our cardmember.

VOID

Account Number:

6225
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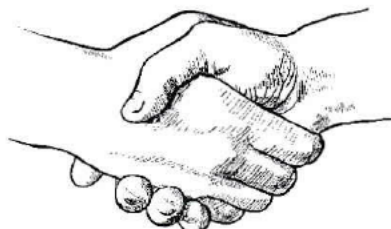
Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
Payments and Other Credits				
8-15	8-15	74418002227045001987856	ONLINE PAYMENT THANK YOU	\$350.00 (CR)
Transactions				
8-16	8-17	24164072228091016113033	TARGET 00012104 HUTCHINSON MN	\$204.06
8-16	8-17	24455012226141002501696	WAL-MART #1738 HUTCHINSON MN	\$77.31
8-16	8-17	24427332226720242571488	MCDONALD'S F19055 NORWOOD YOUNG MN	\$8.36
8-16	8-18	24104072229957004431380	APPLEBEES HUTC19219377 HUTCHINSON MN	\$81.00
8-17	8-18	24455012229141002484410	WAL-MART #1738 HUTCHINSON MN	\$219.66
8-17	8-18	24941662229898000618816	HOLIDAY STATIONS 0340 CHASKA MN	\$20.92
8-17	8-18	24941662229898000618790	HOLIDAY STATIONS 0340 CHASKA MN	\$80.00
8-18	8-22	24445002231300558180911	CASEYS #3574 NEW RICHLAND MN	\$5.37
8-18	8-22	24445002231300558180911	CASEYS #3574 NEW RICHLAND MN	\$5.37
8-19	8-22	24692162231100349512772 7	PRICELN*HOLIDAY INN EX 800-774-2354 CT	\$126.97
8-19	8-22	24164072231081016521727	TARGET 00017681 CEDAR RAPIDS IA	\$26.09
8-19	8-22	24183102233900019206971	THE VALENTINE NASHVILLE TN	\$22.86
8-19	8-22	24183102233900019207789	THE VALENTINE NASHVILLE TN	\$18.03
8-19	8-22	24445002232300611977020	CASEYS #3542 BENTON IL	\$78.03
8-19	8-22	24445002232300611976948	CASEYS #2782 CEDAR RAPIDS IA	\$72.00
8-20	8-22	24943002232846382660019	OLE RED NASHVILLE NASHVILLE TN	\$22.00
8-20	8-22	24492152232717396263692 7	UBER TRIP HELP.UBER.COM CA	\$8.78
8-20	8-22	24943002232846382667183	OLE RED NASHVILLE NASHVILLE TN	\$20.00
8-20	8-22	24431062233200835500490	PINNACLE NASHVILLE TN	\$25.00
8-20	8-22	2449215223271842258966 7	UBER TRIP HELP.UBER.COM CA	\$30.98
8-20	8-22	24011342232000040463283	SP GOO GOO CLUSTER 615-4906885 TN	\$13.17
8-20	8-22	24226382233081006589160	WAL-MART #5616 NASHVILLE TN	\$31.82
8-20	8-22	24755422233162390771643	FGL HOUSE NASHVILLE TN	\$19.00
8-20	8-22	24801972233081571000586	SECOND AVE MUSEUM LLC NASHVILLE TN	\$95.92
8-20	8-22	24270742233900011288546	3489-LOGAN'S ROADHOUSE NASHVILLE TN	\$103.00
8-21	8-22	24122542234744006451581	BP#4979753SPEAKS #106 CAMDEN SC	\$77.64
8-21	8-22	24427332233720206674610	MCDONALD'S F3274 LEBANON TN	\$3.28
8-21	8-22	24427332233720243120304	MCDONALD'S F27117 CAMDEN SC	\$7.66
8-21	8-22	24427332233740287635181	SONIC DRIVE IN #4234 LEBANON TN	\$43.08
8-21	8-23	24755422234152345064874	MILLENNIUM MAXWELL HOUSE 615-2594343 TN	\$36.48
8-22	8-23	24003412234900010515602	I LOVE SUGAR MYRTLE BEACH MYRTLE BEACH SC	\$37.00
8-22	8-23	249430022325206588000069	1504 JCS MYRTLE B BDWY MYRTLE BEACH SC	\$37.72
8-22	8-23	2494300223252065880000261	1504 JCS MYRTLE B BDWY MYRTLE BEACH SC	\$155.33
8-22	8-24	247554222351523559989509	HILTON MB WET WHISTLE BAR MYRTLE BEACH SC	\$46.37
8-22	8-24	24692162235109087632169	RIPLY'S MB MUSEUM MYRTLE BEACH SC	\$102.07
8-23	8-24	24463982236400254000681	KWIK-E-MART MYRTLE BEACH SC	\$8.90
8-23	8-25	24183102233600016690371	SWEET CAROLINAS BBQ LLC MYRTLE BEACH SC	\$90.00
8-23	8-25	24755422236152366614350	HILTON MB RETAIL SHORES M MYRTLE BEACH SC	\$43.70
8-25	8-25	2476725223700001285414	BEACH RIDER AMUSEMENT MYRTLE BEACH SC	\$96.88
8-24	8-26	24755422237152376752504	HILTON MB RETAIL SHORES M MYRTLE BEACH SC	\$13.18
8-24	8-26	24231682237698932554019	HARD ROCK MYRTLE BEACH R MYRTLE BEACH SC	\$122.21
8-24	8-26	24073142237900011700547	TREASURE ISLAND GOLF MYRTLE BEACH SC	\$48.00
8-25	8-26	24009972237889902580815	DONALDS PANCAKE HOUSE MYRTLE BEACH SC	\$104.46
8-25	8-26	24789302237691300798202	MARGARITAVILLE MYRTLE BEA MYRTLE BEACH SC	\$141.31
8-25	8-26	24789302237691302173016	MARGARITAVILLE MYRTLE BEA MYRTLE BEACH SC	\$9.81
8-25	8-29	24801662238030028287931	CAPTAIN HOOKS ADVENTURE G MYRTLE BEACH SC	\$9.97
8-25	8-29	24801662238030028287091	CAPTAIN HOOKS ADVENTURE G MYRTLE BEACH SC	\$58.05
8-26	8-29	24137462239001552620170	SPEEDWAY 04587 2949 HIGHW AYNOR SC	\$12.07
8-26	8-29	24755422239162393491455	HILTON HOTELS MYRTLE BEACH SC	\$362.65
Fees				
9-07	9-09	74694512252000262062000	LATE FEE	\$40.00
Total Fees For This Period				\$40.00

Continued next page

Our commitment to you

Quality products and superior customer service.



Account Number:

6225

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Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
Interest Charged				
			Interest Charge on Purchases	\$232.58
			Interest Charge on Cash Advances	\$0.00
			Interest Charge on Balances Transfers	\$0.00
			Total Interest For This Period	\$232.58

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account. (v) Variable Rate (f) Fixed Rate

Charge Summary	Annual Percentage Rate (APR)	Special Offer or Eligible Purchase APR Expiration Date	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	21.24% (v)	N/A	\$13,322.03	30	\$232.58
Cash Advance	27.49% (v)	N/A	\$0.00	30	\$0.00

2022 Total Year-to-Date

Total fees charged in 2022 \$175.95
Total interest charged in 2022 \$643.62

Additional Information Regarding Your Account

SERVICEMEMBERS CIVIL RELIEF ACT (SCRA)

If you are an **active duty member of the United States Military**, you may be eligible for additional benefits on your account(s) under the Servicemembers Civil Relief Act (SCRA).

For additional information regarding SCRA benefits, please call 855-868-8446 or log in to the website listed on the front of your statement and click 'Resources' for more information.

SCHEELS VISA

VISA

Account Number: [REDACTED] 6225
 New Balance: \$14,483.21
 Minimum Payment Due: \$585.01
 Payment Due Date: November 7, 2022

Make checks payable to First National Bank of Omaha

First National Bank of Omaha
 P.O. Box 2557
 Omaha, NE 68103-2557

Amount of Payment Enclosed

\$

Change of Address? If yes, please
 complete reverse side.

2253/B 000000

SAVANNA A KOTTKE
 PO BOX 371
 BROWNTON MN 55312-0371

[REDACTED] 225 0000000058501 0000001448321

PLEASE DETACH HERE AND RETURN TOP PORTION WITH YOUR PAYMENT

SCHEELS Signature® Visa®

Account Number:
 [REDACTED] 6225
 Page 001 of 001



Account Summary

Previous Balance \$14,483.21
 Payments -\$0.00
 Other Credits -\$0.00
 Purchases +\$0.00
 Balance Transfers +\$0.00
 Cash Advances +\$0.00
 Fees Charged +\$0.00
 Interest Charged +\$0.00
New Balance \$14,483.21
 Statement Closing Date 10/12/22
 Days in Billing Cycle 33
 Total Credit Limit \$14,000.00
 Available Credit \$0.00
 Cash Limit \$2,800.00
 Available Cash \$0.00



Payment Information

New Balance \$14,483.21
 Minimum Payment Due \$585.01
 Past Due Amount \$585.01
Payment Due Date November 7, 2022

Minimum Payment Warning: Even if you make no more charges using this card, if you make only the minimum payment each month we estimate you will never pay off the balance shown on this statement because your payment will be less than the interest charged each month.

If you would like information about credit counseling services, call 1-866-486-6322.



Customer Service

Save Time and Stamps
 by Paying Online!

Call: Toll Free 1-888-295-5540

(TDD Telecommunications Device for the Deaf: 1-800-925-2833) (Balance Transfer Hotline: 1-877-388-8231)

Visit: www.card.fnbo.com/scheels

Remit to: First National Bank of Omaha, P.O. Box 2557, Omaha, NE 68103-2557



Smart Tips

Give your credit rating a little boost!

Paying over your minimum amount due can help reduce your account balance faster than you think - and a lower average balance can help add up to a higher credit score!



Transaction Detail

Trans Date	Post Date	Reference Number	Transaction Description	Credits (CR) and Debits
Fees				
Total Fees For This Period				\$0.00
Interest Charged				
Interest Charge on Purchases				\$0.00
Interest Charge on Cash Advances				\$0.00
Interest Charge on Balances Transfers				\$0.00
Total Interest For This Period				\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v) Variable Rate (f) Fixed Rate

Charge Summary	Annual Percentage Rate (APR)	Special Offer or Eligible Purchase APR Expiration Date	Balance Subject to Interest Rate	Days Rate Used	Interest Charge
Purchases	0.00%	N/A	\$14,483.21	33	\$0.00
Cash Advance	0.00%	N/A	\$0.00	33	\$0.00

2022 Total Year-to-Date

Total fees charged in 2022 \$175.95
 Total interest charged in 2022 \$643.62

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Savanna Ann Kottke,

Bky. No. 22-41513

Debtor.

First National Bank of Omaha,

Adv. No.:22-04051

Plaintiff,

v.

Savanna Ann Kottke,

Defendant.

**FINDINGS OF FACT, CONCLUSIONS OF LAW
AND ORDER FOR JUDGMENT**

The Plaintiff's motion for default judgment, which was supported by affidavit and attached exhibits, came before the undersigned.

Based upon the pleadings, the file, and the record of the proceedings herein, the Court makes the following findings of fact, conclusions of law and order for judgment.

Findings of Fact and Conclusions of Law

1. The Debtor, Savanna Ann Kottke, was issued a credit card account by First National Bank of Omaha, number xxxx-xxxx-xxxx-6225, which account was opened on December 11, 2017.

2. On June 8, 2022, the Account was in good standing and the balance on the account was \$2,874.19.

3. Then between June 8, 2022 and August 26, 2022, the Debtor started charging excessively and charged \$11,476.16 on the Account, which exceeded the Debtor's credit limit.

4. The Debtor's charges on the account during this time period, included, but were not limited to:

- a. A charge to Hilton Myrtle in the amount of \$947.85;
- b. A charge to Hilton Hotels in the amount of \$362.65; and
- c. A charge to Under Armor in the amount of \$236.10; and
- d. A charge to Carter's in the amount of \$315.50.

5. The Debtor made two payments on the Account after the above-burst in spending and prior to filing for bankruptcy protection.

6. The Debtor received her bankruptcy counseling on January 24, 2022 and kept charging on this Account.

7. The Debtor listed this account in her bankruptcy schedules as only having a balance of \$8,600.00.

8. Given the Debtor's monthly income, monthly living expenses, and circumstances as set forth in her sworn Schedules and sworn Statement of Financial Affairs, at the time the Defendant incurred the abovementioned \$11,476.16 in charges, the Debtor's monthly disposable income was not sufficient to pay for these transactions pursuant to the terms and conditions associated with the account.

9. The Debtor made approximately \$9,176.16 in purchases on the abovementioned accounts within 90 days of filing bankruptcy.

10. To the extent that the Debtor incurred luxury good purchases or services aggregating more than \$800.00 within ninety days of filing this Chapter 13 bankruptcy, said luxury good purchases or services are presumed nondischargeable pursuant to 11 U.S.C. §523 (a) (2) (C)(i).

11. Based on the location, frequency, amounts, and change in spending, the \$9,176.16 in charges made during the 90-day period were for luxury and/or non-necessity type goods or services and should not be discharged.

12. Pursuant to the account agreement, the Debtor agreed to repay Plaintiff for the charges on the account by using the card and represented that she had the ability to repay for the charges.

13. When the Debtor made the \$11,476.16 in charges on this account, the Debtor represented that she had the intention to repay said debt to the Plaintiff pursuant to the terms of the account agreement and by use of the card.

14. The Plaintiff relied upon the Debtor's representations of intent to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement to abide by the terms of the account agreement in allowing the Debtor to use the account and incur the charges.

15. Although the Debtor knew or should have known that she would not be able to repay Plaintiff for the check, the Debtor quickly charged \$11,476.16 on the account in a short period of time, made minimal payments, and then filed for bankruptcy protection in hopes of having the debt discharged.

16. The Debtor's spending habits and patterns changed suddenly and drastically during the relevant time period.

17. The Debtor was using the account infrequently for several months and then quickly used most of the credit in a short period of time and then made two minimal payments before filing for bankruptcy protection.

18. The Debtor either deliberately intended to deceive Plaintiff or acted recklessly with regard to her ability to pay Plaintiff for the \$11,476.16 in charges.

19. The Plaintiff monitored the Defendant's card activity and credit worthiness on a monthly basis and there were no indications and/or "red flags" indicating that Defendant would not repay Plaintiff for these charges.

20. The Plaintiff was justified in its reliance upon the Debtor's representations of intent to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement to abide by the terms of the account agreement.

21. The Debtor incurred the abovementioned \$11,476.16 debt on the Plaintiff's accounts at a time when the Debtor was unable to meet her existing financial obligations as they became due.

22. Based upon the above, at the time the Debtor incurred the abovementioned \$11,476.16 debt, the Debtor intended to deceive the Plaintiff in that she either had no intention to repay said debt to the Plaintiff pursuant to the terms of the account agreement or the Debtors knew or should have known that she had no ability to repay said debt to the Plaintiff.

23. Based upon the above, at the time the Debtor incurred the abovementioned \$11,476.16 debt, the Debtor deceived the Plaintiff in that she made such representations of intent

to repay the Plaintiff pursuant to the terms of the account agreement and representations of agreement with knowledge that the debtor was unable to repay Plaintiff or to abide by the terms of the account agreement with a reckless disregard as to the truthfulness of said representations.

24. This is an action brought by the Plaintiff to determine that the claim held by Plaintiff against Debtor is excepted from discharge pursuant to 11 U.S.C. §523(a)(2)(A) and/or 11 U.S.C. §523(a)(2)(C).

25. Plaintiff duly served Debtor with a copy of its Complaint alleging that the indebtedness to the Plaintiff is an exception to discharge pursuant to 11 U.S.C. §523 (a) (2) (A), and/or §523 (a) (2) (C).

26. Debtor has failed to answer the Complaint or otherwise appear or defend in this action and, accordingly, Debtors are in default.

27. Plaintiff is entitled to default judgment and default judgment shall be granted to the Plaintiff, First National Bank of Omaha, against the Debtor in the amount of \$11,476.16 plus the \$350.00 Adversary Proceeding filing fee, for a total of \$11,826.16.

Order for Judgment

IT IS HEREBY ORDERED: That default judgment shall be granted to the Plaintiff, First National Bank of Omaha, against the Debtor in the amount of \$11,476.16 plus the \$350.00 Adversary Proceeding filing fee, for a total of \$11,826.16 pursuant to 11 U.S.C. §523 (a)(2)(C) and/or 11 U.S.C. §523 (a) (2) (A).

Dated: _____

Kesha L. Tanabe
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Savanna Ann Kottke,

Bky. No. 22-41513

Debtor.

First National Bank of Omaha,

Adv. No.:22-04051

Plaintiff,

v.

Savanna Ann Kottke,

Defendant.

UNSWORN CERTIFICATE OF SERVICE

I, Jared M. Goerlitz, declare under penalty of perjury that on January 24, 2023, I mailed copies of the foregoing:

1. Plaintiff's Application for Default Judgment;
2. Affidavit of Default, Identification and Non-Military Status;
3. Affidavit of First National Bank of Omaha in Support of Motion for Default Judgment;
and
4. Findings of Fact, Conclusions of Law and Order for Judgment,

by first class mail postage prepaid to each person, party and/or entity named below at the address stated below for each person, party and/or entity,

Savanna Ann Kottke
2970 Clover Ridge Dr
Chaska, MN 55318

And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated: January 23, 2023

Signed: /e/ Jared M. Goerlitz